

7.1 General Discussion

A Local Agency Agreement is an agreement between a local agency and the Montana Department of Transportation (MDT). An agreement is prepared for each federal aid project, and it covers all phases of work involved in the project (preliminary engineering, right-of-way acquisition, construction). Its purpose is to ensure that the federal funds in the agreed-upon amount are spent in accordance with all applicable state and federal laws and regulations.

If the federal aid participation ratio entered in the agreement is not the full amount allowed by the Federal Highway Administration (FHWA), then the participation ratio entered becomes the limit of funding allowed.

MDT will request Transportation Commission approval for the project based on an acceptable agreement. Once that approval is received, MDT will request funding from FHWA. After FHWA authorizes and signs the federal-aid project agreement, MDT will notify the agency to proceed. No costs are eligible for federal aid reimbursement until authorized in writing by MDT. *This authorization is separate from the agreement.*

7.2 Preparation Procedure

An original Local Agency Agreement signed by the approving authority must be submitted by the local agency to the MDT CTEP Engineer when the Project Proposal (Chapter 6) is submitted. This agreement form will be retained by MDT. It is the responsibility of the local agency to submit an additional agreement form or a copy if they need an executed agreement for their files. To allow sufficient time for MDT review and execution, these documents should be submitted well in advance of the time when federal reimbursement is desired.

Agreements containing errors will be returned to the local agency for correction. Any changes must be initialed by the approving authority (Chapter 3). To avoid this delay, the agency should check all figures prior to submittal, and if in doubt, request assistance from the MDT District Liaison.

An agreement form is contained in Appendix 7.41, with instructions for completing it in Appendix 7.42. Local agency cost estimates for each phase of a project are entered on the form, as well as the project name, length, termini, description, and method of construction financing. These methods are described in Appendix 7.42.

Local agency resolutions or ordinances that may be needed are discussed in Appendix 7.42.

7.3 Supplemental Agreement

Funds requested beyond the amount set forth in a Local Agency Agreement will require execution of a Supplemental Agreement.

Changes to the project funding must be made in accordance with this manual (see Chapter 2). Projects that exceed the agreement amount at the time of construction contract award must receive written approval from the state for the additional federal funds required. This requires that the local agency prepare, sign, and submit a Supplemental Agreement to the MDT CTEP Engineer before the approving authority concurs in the contract award.

A Supplemental Agreement form is shown in Appendix 7.43, and instructions for completing it are given in Appendix 7.44. Like the original agreement form, the Supplemental Agreement form requires information about the project's name, length, termini, description, and funding.

7.4 Appendixes

7.41 Local Agency Agreement

7.42 Instructions for Preparing Local Agency Agreement

7.43 Local Agency Agreement Supplement

7.44 Instructions for Preparing Local Agency Agreement Supplement

Appendix 7.41 Local Agency Agreement

Montana Department of Transportation
Local Agency Agreement

Agency _____
 Address _____

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
 Project No. _____
 Control No. _____
 For OSC MDT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87 and A-133, (4) the policies and procedures promulgated by the Montana Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Montana State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name _____ Length _____

Termini _____

Description of Work

| Type of Work | | Estimate of Funding | | |
|---|---------------------------------------|---|----------------------------------|-----------------------------------|
| | | (1) Estimated Total Project Funds | (2) Estimated Agency Funds | (3) Estimated Federal Funds |
| <u>PE</u> _____% Federal Aid Participation Ratio for PE | a. Agency | | | |
| | b. Other | | | |
| | c. Other | | | |
| | e. Total PE Cost Estimate (a+b+c) | | | |
| <u>Right of Way</u> _____% Federal Aid Participation Ratio for RW | f. Agency | | | |
| | g. Other | | | |
| | h. Other | | | |
| | j. Total ROW Cost Estimate (f+g+h) | | | |
| <u>Construction</u> _____% Federal Aid Participation Ratio for CN | k. Contract | | | |
| | l. Other | | | |
| | m. Other | | | |
| | n. Other | | | |
| | o. Agency | | | |
| | q. Total CN Cost Estimate (k+l+m+n+o) | | | |
| Construction Engineering _____% for CE | r. Agency | | | |
| | s. Other | | | |
| | t. Contract | | | |
| | u. Total CE Cost Estimate | | | |
| v. Total Project Cost Estimate (e+j+u+q) | | | | |

Agency Official

By _____

Title _____

Construction Method of Financing**Local Force or Local Ad and Award**

☐ - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, _____, Resolution/Ordinance No. _____

Provisions**I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the U.S. Department of Transportation, and the Montana Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall **not** incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.
4. Construction Engineering
5. Incidental Construction

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Transportation Equity Act for the 21st Century (TEA 21), as amended, and Office of Management and Budget circulars A-102, A-87 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

1. Preliminary Engineering, Right of Way Acquisition, Construction Engineering and Audit Costs

The Agency will pay for Agency incurred costs on the project. Following such payments, vouchers shall be submitted to the State in the format prescribed by the State, in duplicate, not more than once per month. The State will reimburse the Agency up to the amount shown on the face of this agreement for those costs eligible for federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by MDT/FHWA.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

2. Project Construction Costs

Project construction financing will be accomplished by the following method.

The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit may be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the MDT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between MDT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$300,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Highway State Revenue Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the MDT CTEP Engineer.

X. Traffic Control, Signing, Marking, and Roadway

The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

Except for any suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts or omissions or misconduct of State employees, the Agency agrees to protect, indemnify, and save harmless the State against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project and including any suits, claims, actions, losses, costs or damages of any kind, including the State's legal expenses, made against the State by anyone arising out of, in connection with, or incidental to the project's development, construction, maintenance or use.

Except for any suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts or omissions or misconduct of Federal employees, the Agency agrees to protect, indemnify, and save harmless the Federal government against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project and including any suits, claims, actions, losses, costs or damages of any kind, including the Federal government's legal expenses, made against the Federal government by anyone arising out of, in connection with, or incidental to the project's development, construction, maintenance or use.

XII. Nondiscrimination Provision

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The MDT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program

involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 16 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 630, Subpart 305, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time.

XIV. Termination for Public Convenience

The Montana Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

(4) The MDT determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Montana, growing out of this contract or the project with which it is concerned, shall be brought only in Lewis & Clark County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions

Appendix 7.42 **Instructions for Preparing Local Agency Agreement**

.01 Agency Name and Billing Address. Enter the Agency of primary interest which will become a party to the agreement.

.02 Project Number. Leave blank. This number will be assigned by MDT.

.03 Control Number. Leave blank. This number will be assigned by MDT.

.04 Project Description. Enter the project name, total length of the project, and a brief description of the termini.

Example: (Name) Regal Road; (Length) 0.84 km (0.52 miles); (Termini) Tuscan Road to approx. 76.2 m (250 feet) south of Michan Road.

Below “Description of Work,” enter a brief outline of the major items of work to be performed.

Examples: (a) “Widening, channelization, curbs, gutters, illumination, and traffic signals.” (b) “Right-of-way will be acquired by Agency forces.”

.05 Type of Work and Funding.

- a. PE. Lines a through d show Preliminary Engineering costs for the project by type of work.
*Federal aid participation ratio for PE enter ratio for PE lines with amounts in column 3.

Line a — Enter the estimated amount of agency PE in columns 1 through 3.

Line b & c — Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.

Line e — Total of lines a+b+c

- b. Right-of-Way. If Right-of-Way is acquired on the project, the appropriate costs are shown in lines f through j.

*Federal aid participation ratio for ROW — enter ratio for ROW lines with amounts in column 3.

Line f — Enter the estimated amount of agency work in columns 1 through 3.

Line g & h — Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.

Line j — Total of lines f + g + h.

- c. Construction.

*Federal aid participation ratio for CN enter ratio for CN lines with amounts in column 3.

Line k — Enter the estimated cost of the contract.

Lines l & m & n — Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.

Line o — Enter estimated costs of all construction related agency work.

Line q — Total Construction Cost Estimate. Total of lines k + l + m + n + o.

d. Construction Engineering

*Please remember, if the federal aid participation rate entered is not the full amount allowed by FHWA, then the participation rate entered becomes the maximum amount allowed.

Line v — Total Cost Estimate of the Project. Total of lines e + j + u + q.

.06 Signatures. An authorized official of the local agency signs the agreement, and writes in their title.

.07 Method of Construction Financing. Choose the method of financing the construction portion of the project.

The agency may pay all costs on the project pending federal reimbursement, or submit billings through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio.

.08 Resolutions/Ordinances. When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to MDT with the agreement a copy of the Resolution/Ordinance designating that individual.

.09 Parties to the Agreement. Submit one originally signed agreement form to the MDT District Administrator. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by the MDT CTEP Engineer. The agreement is dated at the time of final execution by the Department.

.10 Signatures. An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement form to the MDT CTEP Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their file.

Appendix 7.43

Local Agency Agreement Supplement

Montana Department of Transportation

Local Agency Agreement Supplement

| | | | |
|----------------------------|----------------|---|--|
| Agency | | Supplement Number | |
| Federal Aid Project Number | Control Number | CFDA No. 20.205 (Catalog of Federal Domestic Assistance) | |

The Local Agency desires to supplement the agreement entered into and executed or _____.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Project Description

Name _____ Length _____

Termini _____

Description of Work ☐ No Change

Reason for Supplement

| Type of Work | | Estimate of Funding | | | | |
|---|---|---|-------------------|--|-------------------------------------|--------------------------------------|
| | | (1) Previous Agreement /Suppl. | (2) Supplement | (3) Estimated Total Project Funds | (4) Estimated Agency Funds | (5) Estimated Federal Funds |
| PE _____% Federal Aid Participation Ratio for PE | a. Agency | | | | | |
| | b. Other | | | | | |
| | c. Other | | | | | |
| | e. Total PE Cost Estimate (a+b+c) | | | | | |
| Right of Way _____% Federal Aid Participation Ratio for RW | f. Agency | | | | | |
| | g. Other | | | | | |
| | h. Other | | | | | |
| | j. Total ROW cost Estimate (f+g+h) | | | | | |
| Construction _____% Federal Aid Participation Ratio for CN | k. Contract | | | | | |
| | l. Other | | | | | |
| | m. Other | | | | | |
| | n. Other | | | | | |
| | o. Agency | | | | | |
| | q. Total CN Cost Estimate (k+l+m+n+o) | | | | | |
| Incidental Construction | r. | | | | | |
| | s. Total Project Cost Estimate (e+j+q+r) | | | | | |

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By _____

Title _____

Montana Department of Transportation

By _____

MDT _____

Date Executed _____

Appendix 7.44 Instructions for Preparing Local Agency Agreement Supplement

.01 Agency. Enter the agency name as entered on the original agreement.

.02 Supplemental Number. Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.

.03 Project Number. Enter the federal aid project number assigned by MDT on the original agreement.

.04 Control Number. Enter the agreement number assigned by MDT on the original agreement.

.05 Execution Date. Enter date the original agreement was executed on.

.06 Project Description. Enter the project name, length, and termini.

.07 Description of Work. Clearly describe if there is a change in work. If the work has not changed put a check mark in the "No Change" box.

.08 Reason for Supplement. Enter reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount, etc.

.09 Type of Work and Funding. Complete this section in the manner described in Appendix 7.42, Paragraph .05.

- | | |
|--------------------|---|
| a. Column 1 | Enter the amounts from column 1 of the original Local Agency Agreement. If the agreement has already been supplemented, enter the amounts from column 3 of the last supplemental agreement. |
| b. Column 2 | Enter additional amounts requested. |
| c. Column 3 | Add the amounts in columns 1 and 2. |
| d. Columns 4 and 5 | Enter the appropriate amounts based on the participation ratio recorded on the original agreement. |

.10 Signatures. An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement form to the MDT District Administrator. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their file.